

UNITED STATES DEPARTMENT OF JUSTICE
WASHINGTON, D.C. 20530

AMENDMENT TO REGISTRATION STATEMENT

Pursuant to the Foreign Agents
Registration Act of 1938, as amended.1. Name of Registrant
SONTHEIMER AND COMPANY, INC.
4 West 58th Street
New York, New York

2. Registration No. 1648

3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To correct a deficiency in☐ Initial Statement☐ Supplemental Statement
for _____☐ To give a 10-day notice of a change in infor-
mation as required by Section 2(b) of the Act.☐ Other purpose (specify) _____☒ To give notice of change in an
exhibit previously filed.4. If this amendment requires the filing of a document or documents, please list-
Contract between Registrant and the Japan National Tourist
Organization dated as of April 1, 1968. (Contract executed
May 28, 1968.)5. Each item checked above must be explained below in full detail together with, where appropriate,
specific reference to and identity of the item in the registration statement to which it pertains. If
more space is needed, full size insert sheets may be used.The purpose of this Amendment is to file a copy of the new Contract
between the Registrant and the Japan National Tourist Organization;
such Contract being an extension and revision of previous Contract.The undersigned swear(s) or affirm(s) that he has (they have) read the information set forth in this
amendment and that he is (they are) familiar with the contents thereof and that such contents are in their
entirety true and accurate to the best of his (their) knowledge and belief.(Both copies of this amendment shall be signed and sworn
to before a notary public or other person authorized to ad-
minister oaths by the agent, if the registrant is an individual,
or by a majority of those partners, officers, directors or
persons performing similar functions who are in the United
States, if the registrant is an organization.)

RICHARD HAZLET

MORTON SONTHEIMER

DOROTHY DELMAN

Subscribed and sworn to before me at New York, New Yorkthis 25 day of June, 19 68

My commission expires _____

BARRY LEE COHEN
Notary Public, State of New York
No. 31-5735505
Qualified in New York County
Commission Expires March 30, 1971

(Notary & other officer)

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EXHIBIT B

TO REGISTRATION STATEMENT
Under the Foreign Agents Registration Act
of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant
SONTHEIMER AND COMPANY, INC.
4 West 58th Street
New York, New York

Name of Foreign Principal
JAPAN NATIONAL TOURIST ORGANIZATION

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Not applicable.

TERMINATED

3-31-69

SEE

5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant is engaged as public relations counsel in the United States, Canada and the Caribbean for the purpose of promoting tourism in Japan.

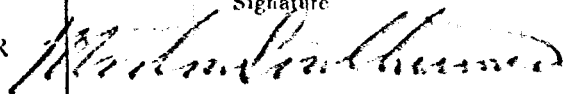
6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?^{1/} Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B
June 20, 1968

Name and Title
MORTON SONTHEIMER
President

Signature



^{1/} Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

AGREEMENT dated as of April 1, 1968 between JAPAN NATIONAL TOURIST ORGANIZATION (hereinafter referred to as "Client") and SONTHEIMER AND COMPANY, INC. (hereinafter referred to as the "Company"), a New York corporation as follows:

1. The term of this Agreement shall commence as of April 1, 1968 to terminate as of March 31, 1969.

2. The services to be rendered by the Company shall be rendered in the United States, Canada and, where feasible, in the Caribbean, and shall include: releases to and contacts with the travel trade press; encouragement of visits by writers, editors, commentators and others of public relations value to Japan and orientation and assistance to them; limited contact work with the general press and magazines and releases to such media; and generally to advise and consult the Client on matters of tourism and the national interest of Japan. The Company will also give public relations support to the Client's campaign to attract American conventions to Japan. To implement these obligations, the Company will make available the services of an account supervisor and director, personal attention of the President, and limited staff support.

The Company agrees to submit reports at least monthly during the term.

3. The Client will pay the Company Fifty-five Thousand Dollars (\$55,000) for services under this Agreement in twelve payments of Four Thousand Five Hundred Eighty-three Dollars and Thirty-three Cents (\$4,583.33) for the first eleven months and Four Thousand Five Hundred Eighty-three Dollars and Thirty-seven Cents (\$4,583.37) for the twelfth month, due the first of each month beginning April 1, 1968.

All payments shall be in U. S. Dollars.

4. The aforementioned fees paid to the Company shall constitute full payment for the services to be rendered hereunder and shall cover salaries, all overhead costs, costs of communications, normal office supplies, representation (entertaining), and local transportation, except as noted in Paragraph 5.

5. Expenses for travel, printing, advertising, motion pictures, mass mailings and postage, photography, or projects of an unanticipated or costly nature will be rebilled, or billed direct, to the Client, but no such expenditures will be undertaken without the prior request or consent of the Client. Clipping services are paid directly by the Client.

6. The Company will exert itself to uncover information necessary for publicity, but the Client assumes primary responsibility for supplying such information from Japan.

7. Any and all disputes or controversies arising out of this Agreement or its making, interpretation performance, breach or alleged breach thereof, shall be submitted to the Supreme Court of the State of New York, in New York County, pursuant to the New York Simplified Procedure for Court Determination of Disputes. Service of process hereunder shall be deemed sufficient if sent by Registered Mail and properly addressed to the last known address of the Company or the Client.

8. Unless either party is informed in writing of a change of address, all notices to be made hereunder to the Client shall be made to and in the name of JAPAN NATIONAL TOURIST ORGANIZATION, 43 Rockefeller Plaza, New York, New York. All notices required to be sent to the Company hereunder shall be made to SONTHEIMER AND COMPANY, INC. at Four West 58 Street, New York, N. Y. 10019.

9. No waiver in any one or more instances by either of the parties of any breach by the other party of any terms or provisions contained in this Agreement shall be considered a waiver of any succeeding or preceding breach.

10. This Agreement is complete and embraces the entire understanding between the Client and the Company; all prior agreements between the parties, oral or in writing, having been merged herein. This Agreement may not be changed or supplemented orally but only in a writing signed by both parties

hereto. This Agreement is made in the State of New York and shall be construed in accordance with the laws of New York applicable to the contracts wholly to be performed therein.

IN WITNESS WHEREOF, the parties hereunto set their hands as of the day and year first above written.

SONTHEIMER AND COMPANY, INC.

By

Morton Sontheimer
Morton Sontheimer, President

Date

28 May 1968

JAPAN NATIONAL TOURIST ORGANIZATION

By

Title:

Date

Yoshio Tagawa
Director
28 May 1968